

2024 ADMINISTRATIVE SERVICES AGREEMENT
WATERVILLE ESTATES ASSOCIATION & WATERVILLE ESTATES VILLAGE DISTRICT

This Agreement is made this 30th day of December in the year of 2023 ("Agreement") by and between Waterville Estates Village District, a municipal corporation, with a principal mailing address of 562 Winterbrook Road, Campton, NH 03223 (hereinafter the "District" or "WEVD"), and Waterville Estates Association, a New Hampshire corporation, with a principal mailing address of 562 Winterbrook Road Campton NH, 03223 (hereinafter the "Association" or "WEA") (collectively from time to time herein the District or WEVD and Association or WEA the "Parties").

AUTHORITY

This Agreement is entered into under the authority of RSA 31:3 and 52:8.

PURPOSE

The purpose of this Agreement is to formalize the financial arrangements relative to the administrative services provided by the District and financing of those aforementioned services with the use of the Association's funds.

DEFINITIONS

The meaning of the following words or phrases used in this document are as described below, unless the context indicates otherwise:

Administrative Services: The services performed by WEVD staff on behalf of the WEA Board of Directors pursuant to this Agreement and, as outlined below, including supplies, equipment costs, employee wages and benefits, postage, etc.

2024 ADMINISTRATIVE SERVICES AGREEMENT
WATERVILLE ESTATES ASSOCIATION & WATERVILLE ESTATES VILLAGE DISTRICT

RECITALS

A. The District was formed pursuant to RSA Chapter 52 as a municipal corporation funded through the property taxes for the purpose of funding community services such as the supply of water for domestic purposes 52:1, I (d)), the maintenance of roads (RSA 52:1, I (m)), the impoundment of water (RSA 52:1, I (d)), the maintenance of facilities and activities for "recreational promotion" (RSA 52:1, I (h)), and the maintenance and care of parks and commons (RSA 52:1, I (g) and (h)).

The District's roles and responsibilities pursuant to this Agreement include the following Administrative Services which are illustrative:

- 1) Processing building applications (start to finish) including receipt, tracking, and processing
- 2) Mailing WEA deposits daily
- 3) Receiving/forwarding payments to WEA management company, Evergreen Management Group ("Evergreen") and/or WEA
- 4) Initiation of new owners
- 5) Preparation and administrative processes involved with WEA BOD meetings and member annual meeting
- 6) Management and processing of all WEA member voting activities
- 7) Other Administrative services historically provided to the Association

B. The Association was formed as the successor to Waterville Estates developer, Locke Waterville Corporation, and represents all owners of property in "Waterville Estates" a village district located in the Towns of Thornton and Campton, New Hampshire.

2024 ADMINISTRATIVE SERVICES AGREEMENT
WATERVILLE ESTATES ASSOCIATION & WATERVILLE ESTATES VILLAGE DISTRICT

The Association's roles and responsibilities pursuant to this Agreement include the following:

- Communicate and provide information in a timely manner.

In consideration of the mutual covenants stated within this Agreement, the Parties willingly enter into this Administrative Services Agreement concerning administrative support, and agree as follows:

DURATION and TERMINATION

- a. This Agreement supersedes all prior agreements between the parties regarding administrative support for WEA by WEVD employees including, without limitation, those contained in the prior Recreation Management Agreement(s) ("RMA")
- b. This Agreement shall be effective from January 2, 2024, to December 31, 2024. Changes, if any, are to be in written form on the original agreement document or by addendum and to include the names and signatures of the approving representatives. Copies of the updated original agreement or addendum are to be provided to the WEVD and the WEA. In the event the Parties recognize the Association needs an additional, new or different administrative service to be provided by the District, both parties agree to confer and work cooperatively to make any needed changes to this Agreement.
- c. Non-Appropriations Clause: In the event no funds are appropriated for the provisions of this Agreement at the WEVD Annual Meeting ~~process~~, this Agreement shall automatically terminate.

2024 ADMINISTRATIVE SERVICES AGREEMENT
WATERVILLE ESTATES ASSOCIATION & WATERVILLE ESTATES VILLAGE DISTRICT

INSURANCE

The Association agrees to maintain insurance as required in the RMA currently in effect.

SERVICING OF ADMINISTRATIVE ACTIVITIES

The District shall supply necessary qualified personnel and equipment in order to provide administrative services agreed upon by the Parties hereto on an annual basis, within the limits of the funds made available by the Association.

- a. On or before November 15 each year, WEA shall provide a request for any changes in the scope of services.
- b. Nothing contained herein shall prevent the WEA from making additional funds available to WEVD for additional Administrative Services mutually agreed upon. All unanticipated funds received by WEVD and not reflected in the Annual Meeting budget process are subject to all municipal laws regarding unanticipated funds, including but not limited to, RSA 31:95-b.

PAYMENTS

The District will invoice the Association at the quarterly Rec Fund, as defined in the RMA, reconciliation meetings. The cost for administrative services shall be \$26.00 an hour. WEVD will bill for District employee time/services at \$26.00 per hour with an estimated total to be \$3,000-\$5,000 for 2024.

REMEDIES

- a. If WEVD or WEA breaches any ~~material~~ term of this Agreement, the other non-breaching entity shall give written notice specifying the nature of the breach. If the entity

2024 ADMINISTRATIVE SERVICES AGREEMENT
WATERVILLE ESTATES ASSOCIATION & WATERVILLE ESTATES VILLAGE DISTRICT

fails to remedy the breach within 30 days of such notice, or if such breach shall have been of such a nature that the same could not have been cured within 30 days, and if the breaching entity shall not have, in good faith, commenced the curing or remedying of such breach, within such 30-day period, the other entity may, at its option, terminate this Agreement. Upon termination, both entities shall settle all outstanding accounts.

- b. Notwithstanding anything to the contrary contained herein, WEVD will not be obligated, by this Agreement, to perform services beyond those agreed upon to be funded by WEA.

SUCCESSORS, ASSIGNS, AND NON-ASSIGNABILITY

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, however, this Agreement may not be assigned by either party without prior written consent.

VALIDITY

This Agreement is understood to comply fully with the laws of the State of New Hampshire relative to Village Districts, and, in particular, relative to the authority and duties of the commissioners, and therefore, to the extent any provision of this Agreement in any way may conflict with or breach such laws, such provision shall be null and void without affecting the remainder of this Agreement.

TERMS AND AMENDMENTS

If either Party wishes to amend or change this Agreement, notice will be given to the other of such desire by November 15 of each year. If Parties are unable to reach agreement upon the cost of

2024 ADMINISTRATIVE SERVICES AGREEMENT
WATERVILLE ESTATES ASSOCIATION & WATERVILLE ESTATES VILLAGE DISTRICT

services and scope of services for the upcoming year, this Agreement will terminate December 31. This Agreement will be for one year and can be renewed upon vote of both the WEA Board and the WEVD Commissioners to do so.

SEVERABILITY

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the Parties shall negotiate, in good faith, to develop a structure, the economic effect of which, is as close as possible to the economic effect of this Agreement without regard to such invalidity.

NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to either Party, at such address, including regularly



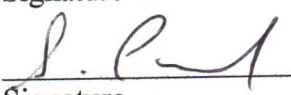
2024 ADMINISTRATIVE SERVICES AGREEMENT
WATERVILLE ESTATES ASSOCIATION & WATERVILLE ESTATES VILLAGE DISTRICT

monitored email address, which address may be updated by either Party in writing from time to time, and as follows:

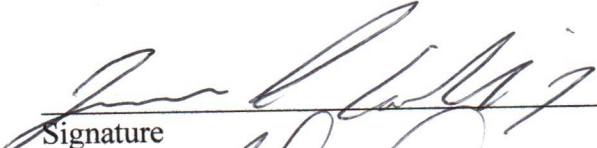
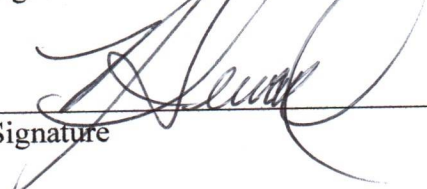
- a. Notice to the Association shall be in writing to the President of the WEA Board of Directors.
- b. Notice to WEVD shall be to the Commissioners of WEVD and the WEVD General Manager.

WHEREFORE, the parties have signed this SEVEN (7) page Agreement on the date written.

By the Waterville Estates Village District Commissioners

| | |
|--|------------------------------------|
|  _____ Signature | <u>12/21/2023</u> _____ Date |
|  _____ Signature | <u>12/21/2023</u> _____ Date |
|  _____ Signature | <u>12/22/2023</u> _____ Date |

By the President of the Board of Directors and a second Board member

| | |
|--|----------------------------------|
|  _____ Signature | <u>12/29/23</u> _____ Date |
|  _____ Signature | <u>12/29/23</u> _____ Date |

ATTACHMENTS

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31

POWERS AND DUTIES OF TOWNS

Powers

Section 31:3

31:3 In General. – Towns may purchase and hold real and personal estate for the public uses of the inhabitants, and may sell and convey the same; may recognize unions of employees and make and enter into collective bargaining contracts with such unions; and may make any contracts which may be necessary and convenient for the transaction of the public business of the town.

Source. RS 31:3. CS 32:3. GS 34:3. GL 37:3. PS 40:3. PL 42:3. RL 51:3. RSA 31:3. 1955, 255:1, eff. July 14, 1955.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 52

VILLAGE DISTRICTS

Section 52:8

52:8 Duties. — The moderator, clerk, treasurer and commissioners shall severally qualify and possess the same powers and perform the same duties in respect to the district's meetings and business affairs that the moderator, clerk, treasurer and selectmen of towns respectively possess and perform in respect to like matters in towns.

Source. 1849, 852:5, 6. CS 116:5, 6. GS 97:3. GL 107:3. PS 53:7. 1905, 99:1. PL 57:8. RL 70:8.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 52

VILLAGE DISTRICTS

Section 52:1

52:1 Establishment. –

I. Upon the petition of 10 or more voters, persons domiciled in any village situated in one or more towns, the selectmen of the town or towns shall fix, by suitable boundaries, a district including such parts of the town or towns as may seem convenient, for any of the following purposes:

- (a) The extinguishment of fires;
- (b) The lighting or sprinkling of streets;
- (c) The planting and care for shade and ornamental trees;
- (d) The supply of water for domestic and fire purposes, which may include the protection of sources of supply;
- (e) The construction and maintenance of sidewalks and main drains or common sewers;
- (f) The construction, operation, and maintenance of sewage and waste treatment plants;
- (g) The construction, maintenance, and care of parks or commons;
- (h) The maintenance of activities for recreational promotion;
- (i) The construction or purchase and maintenance of a municipal lighting plant;
- (j) The control of pollen, insects, and pests;
- (k) The impoundment of water;
- (l) The appointing and employment of watchmen and police officers;
- (m) The layout, acceptance, construction, and maintenance of roads; and
- (n) The maintenance of ambulance services.

II. The voters who are domiciled in any village shall cause a record of the petition, pursuant to paragraph I, and their proceedings thereon to be recorded in the records of the towns in which the district is situate.

Source. 1849, 852:1. CS 116:1. GS 97:1. GL 107:1. 1889, 82:1. PS 53:1. 1909, 27:1. 1911, 5:1. PL 57:1. 1939, 108:1. RL 70:1. RSA 52:1. 1957, 179:1. 1961, 120:3. 1975, 13:1; 455:1. 1977, 154:1. 1981, 375:1. 2003, 289:14, eff. Sept. 1, 2003.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31

POWERS AND DUTIES OF TOWNS

Miscellaneous

Section 31:95-b

31:95-b Appropriation for Funds Made Available During Year. –

I. Notwithstanding any other provision of law, any town or village district at an annual meeting may adopt an article authorizing, indefinitely until specific rescission of such authority, the board of selectmen or board of commissioners to apply for, accept and expend, without further action by the town or village district meeting, unanticipated money from the state, federal or other governmental unit or a private source which becomes available during the fiscal year. The following shall apply:

(a) Such warrant article to be voted on shall read: "Shall the town (or village district) accept the provisions of RSA 31:95-b providing that any town (or village district) at an annual meeting may adopt an article authorizing indefinitely, until specific rescission of such authority, the selectmen (or commissioners) to apply for, accept and expend, without further action by the town (or village district) meeting, unanticipated money from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year?"

(b) If a majority of voters voting on the question vote in the affirmative, the proposed warrant article shall be in effect in accordance with the terms of the article until such time as the town or village district meeting votes to rescind its vote.

II. Such money shall be used only for legal purposes for which a town or village district may appropriate money.

III. (a) For unanticipated moneys in the amount of \$10,000 or more, the selectmen or board of commissioners shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held.

(b) The board of selectmen may establish the amount of unanticipated funds required for notice under this subparagraph, provided such amount is less than \$10,000. For unanticipated moneys in an amount less than such amount, the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed. The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting.

IV. Action to be taken under this section shall:

2024 ADMINISTRATIVE SERVICES AGREEMENT
WATERVILLE ESTATES ASSOCIATION & WATERVILLE ESTATES VILLAGE DISTRICT

- (a) Not require the expenditure of other town or village district funds except those funds lawfully appropriated for the same purpose; and
- (b) Be exempt from all provisions of RSA 32 relative to limitation and expenditure of town or village district moneys.

Source. 1979, 42:1. 1991, 25:1. 1993, 176:3, eff. Aug. 8, 1993. 1997, 105:1, eff. Aug. 8, 1997. 2005, 188:2, eff. Aug. 29, 2005. 2014, 237:1, eff. Sept. 19, 2014.